

MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION

JEFFERSON CITY, MISSOURI

SPECIFICATIONS

FOR

CONSTRUCTING OR IMPROVING

IFB 9 – 060920C

**D9 – Office Window Replacement
Willow Springs, MO**

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**MAIL BID
BOOKLET
TO:**

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 Creek Trail Drive – P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	9-060920C
DATE	September 1, 2006
PAGE NO.	1
NO. OF PAGES	1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS
WILL BE RECEIVED AT THIS OFFICE UNTIL:

1:00 PM Local Time on September 20, 2006

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICE

BIDS TO BE BASED F.O.B.

MISSOURI DEPARTMENT OF TRANSPORTATION
Submit net bid as cash discount stipulations will not be considered

District 9 – Willow Springs
Bus. Rt. 60, 0.5 Mi. E of Rt. 60/63 N

*Please Contact Melvin Rogers @ 417/469-9041 to arrange
site visits.*

BUYER: Sherry King Sharon.King@modot.mo.gov

573/522-5591

ITEM NO.	SUPPLIES AND SERVICES	MFG. NO. OR BRAND	AMOUNT
Scope Of Work	Remove and dispose of existing aluminum windows off site and replacement with new aluminum windows (per drawings).		
	District 9 – Office Window Replacement	Howell County	\$
	TOTAL		\$

Proposal, contract forms, and information may be obtained by calling 573/522-5591, or electronically down-loaded from
http://www.modot.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within **30 calendar days** after receipt of formal purchase order and/or notice to proceed.*

The undersigned acknowledges receipt of Addenda number _____ through _____ inclusive.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

**SECTION
07900**

JOINT SEALERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Pre-compressed foam sealers.
- C. Hollow gaskets.

1.2 RELATED SECTIONS

- A. Section 08410 – Aluminum Entrances and Storefronts.
- B. Section 08520 – Aluminum Windows.
- C. Section 08800 - Glazing

1.3 REFERENCES

- A. ASTM C834 - Standard Specification for Latex Sealing Compounds.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- E. ASTM D1565 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section and approved by manufacturer.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.6 COORDINATION

- A. Coordination and Meetings: Coordination requirements.
- B. Coordinate the work with all sections referencing this section.

1.7 WARRANTY

- A. Correct defective work within a five-year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and exhibit loss of adhesion or cohesion or do not cure.

1.8 SEALANTS

- A. Type I - General Purpose Exterior Sealant: Polyurethane or Polysulfide; ASTM C920, Grade NS, Class 25, Uses M, G and A; single or multi- component.
 - 1. Standard colors matching finished surfaces.
- B. Type II - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. .Standard colors matching finished surfaces. Applications: Use for:
 - a. Joints between door and window frames and wall surfaces.

PART 2 PRODUCTS

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

END OF SECTION

**SECTION
08410**

ALUMINUM ENTRANCES AND STOREFRONTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Aluminum doors and frames.
- B. Vision glass and glass infill panels.
- C. Perimeter sealant.

1.2 RELATED SECTIONS

- A. Section 07900 - Joint Sealers: System perimeter sealant and back-up materials.
- B. Section 08800 - Glazing.

1.3 REFERENCES

- A. AA (Aluminum Association) - Designation System for Aluminum Finishes.
- B. AAMA - Metal Curtain Wall, Window, Store Front and Entrance - Guide Specifications Manual.
- C. AAMA 606.1 - Specifications and Inspection Methods for Integral Color Anodic Finishes for Architectural Aluminum.
- D. AAMA 607.1 - Specifications and Inspection Methods for Clear Anodic Finishes for Architectural Aluminum.
- E. AAMA 608.1 - Specification and Inspection Methods for Electrolytically Deposited Color Anodic Finishes for Architectural Aluminum.
- F. ASCE 788 - Calculation of Wind Loads.
- G. ASTM A36/A36M - Structural Steel.
- H. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- I. ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate.
- J. ASTM B221 - Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, and Tube.

1.4 SYSTEM DESCRIPTION

- A. Aluminum entrances and storefront system includes tubular aluminum sections with supplementary internal support framing, shop fabricated, factory finished, vision glass, glass infill, related flashings, anchorage and attachment devices.
- B. System Assembly: Shop unitized assembly.

1.5 PERFORMANCE REQUIREMENTS

- A. System Design: Design and size components to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of wall:
 - 1. As calculated in accordance with ASCE 788 - Calculation of Wind Loads,
- B. Deflection: Limit mullion deflection to flexure limit of glass; with full recovery of glazing materials.
- C. System Assembly: Accommodate without damage to components or deterioration of seals, movement within system, movement between system and peripheral construction, dynamic loading and release of loads, deflection of structural support framing.
- D. Air Infiltration: Limit air leakage through assembly to 0.06 c.f.m./min/sq ft of wall area, measured at a reference differential pressure across assembly of 1.57 p.s.f. as measured in accordance with AAMA 501.2.

- E. Air and Vapor Seal: Maintain continuous air barrier and vapor retarder throughout assembly, primarily in line with inside and heel bead of glazing compound.
- F. Vapor Seal: Limit vapor seal with interior atmospheric pressure of 1 inch sp, 72 degrees F, 40 Percent RH without seal failure.
- G. Expansion / Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components and anchorage.
- H. System Internal Drainage: Drain water entering joints, condensation occurring in glazing channels, or migrating moisture occurring within system, to the exterior by a weep drainage network.

1.6 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related Work and expansion and contraction joint location and details.

1.7 QUALITY ASSURANCE

- A. Conform to requirements of ANSI A117.1.
- B. Manufacturer and Installer: Company specializing in manufacturing aluminum glazing systems with minimum three years experience.

1.8 PRE-INSTALLATION MEETING

- A. Coordination and Meetings: Pre-installation meeting.
- B. Convene one week before starting work of this section.

1.9 DELIVERY, STORAGE AND PROTECTION

- A. Material and Equipment: Transport, handle, store and protect products.
- B. Handle Products of this section in accordance with AAMA - Curtain Wall Manual #10.
- C. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond when exposed to sunlight or weather.

1.10 PROJECT CONDITIONS

- A. Coordination and Meetings.
- B. Coordinate the Work with installation of air barrier and vapor retarder.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Material and Equipment: Environmental conditions affecting products on site.
- B. Correct defective Work within a five-year period after Substantial Completion.
- C. Warranty: Include coverage for complete system for failure to meet specified requirements.
- D. Provide five-year manufacturer warranty for glazed units.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Extruded Aluminum: ASTM B221.
- B. Sheet Aluminum: ASTM B209.
- C. Sheet Steel: ASTM A446/A446M.
- D. Steel Sections: ASTM A36/A36M; shaped to suit mullion sections.
- E. Fasteners: Galvanized steel.

2.2 COMPONENTS

- A. Frame: 1 3/4 x 4 1/2 inch nominal dimension; thermally broken with interior tubular section insulated from exterior; flush glazing stops; drainage holes; internal weep drainage system. Frames for interior glazing need not to be thermally broken.
- B. Doors: 1-3/4 inches thick, 3/2 inch wide top rail, 4 1/2 inch wide vertical stiles, 8 1/2 inch wide bottom rail; square glazing stops.
- C. Vapor Retarder: Sheet EDPM.

2.3 GLASS AND GLAZING MATERIALS

- A. Glass and Glazing Materials: As specified in Section 08800 of Types described below:

2.4 SEALANT MATERIALS

- A. Sealant and Backing Materials:
 - 1. Perimeter Sealant: Type I, and Type II as specified in Section 07900.

2.5 FABRICATION

- A. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
- B. Accurately fit and secure joints and corners. Make joints flush, hairline and weatherproof.
- C. Prepare components to receive anchor devices. Fabricate anchors.
- D. Arrange fasteners and attachments to conceal from view.
- E. Reinforce interior horizontal head rail to receive blind track brackets and attachments as required.
- F. Prepare components with internal reinforcement for door hardware and door operator hinge hardware.
- G. Reinforce framing members for imposed loads.

2.6 FINISHES

- A. Finish Coatings: Conform to AAMA 603.8. Exterior Exposed Aluminum Surfaces: AAMA A41, prepared with a mechanical pre-treatment, anodized to clear color.
- B. Exterior Exposed Infill Panel Surfaces: AAMA A41 anodized to 215-R1 .7 mil thickness, prepared with a mechanical pre-treatment, anodized to dark bronze color.
- C. Interior Exposed Aluminum Surfaces: AAMA A41 anodized to 215-R1 .7 mil thickness, prepared with a mechanical pre-treatment, anodized to dark bronze color.
- D. Concealed Steel Items: Galvanized in accordance with ASTM A123 to 2.0 oz/sq ft.
- E. Apply one coat of bituminous paint to concealed aluminum and steel surfaces in contact with cementitious or dissimilar materials.
- F. Shop and Touch-Up Primer for Steel Components: SSPC Paint 25 red oxide.
- G. Touch-Up Primer for Galvanized Steel Surfaces: SSPC Paint 20 zinc rich.
- H. Extent of Finish:
 - 1. Apply factory coating to all surfaces exposed at completed assemblies.
 - 2. Apply finish to surfaces cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.
 - 3. Apply touch-up materials recommended by coating manufacturer for field application to cut ends and minor damage to factory applied finish.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify dimensions, tolerances and method of attachment with other work.
- C. Verify wall openings and adjoining air and vapor seal materials are ready to receive work of this Section.

3.2 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions and AAMA -Metal Curtain Wall, Window, Store Front and Entrance - Guide Specifications Manual.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install flashings. Turn up ends and edges; seal to adjacent work to form watertight dam.
- G. Coordinate attachment and seal of perimeter air and vapor barrier materials.
- H. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- I. Install flashings and water seals.
- J. Install glass in accordance with Section 08800, to glazing method required to achieve performance criteria for exterior dry method of glazing.
- K. Install perimeter sealant to method required to achieve performance criteria - Type I, backing materials and installation criteria in accordance with Section 07900.

3.3 ERECTION TOLERANCES

- A. Quality Control: Tolerances.
- B. Maximum Variation from Plumb: 0.06 inches every 3 ft non-cumulative or 1/16 inches per 10 ft, whichever is less.
- C. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

3.4 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.
- C. Remove excess sealant by method acceptable to sealant manufacturer.

3.5 PROTECTION OF FINISHED WORK

- A. Contract Closeout: Protecting installed work.
- D. Protect finished Work from damage.

END OF SECTION

**SECTION
08520**

ALUMINUM WINDOWS

PART 1 GENERAL

1.1 SUMMARY

- A. Provide aluminum windows where shown on the Drawings, as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. In addition to complying with pertinent regulations of governmental agencies having jurisdiction:
 - 1. Comply with ANSI-AAMA 101-88 for the designations specified.
 - 2. All windows shall bear the "AAMA Certification Program" gold label indicating conformance to ANSI/AAMA 101-88, "Heavy Commercial" grade.
 - 3. All windows shall be warranted for one year against defects in material or workmanship under normal use.
 - a. Finish shall be warranted for ten years against chipping, peeling, cracking or blistering.
 - b. Insulated glass shall be warranted for five years against visual obstruction resulting from film formation or moisture collection between the internal glass surfaces.
 - c. Installer shall provide warranty for one year performance on operation and air/water specified levels including labor to repair component parts.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 PRODUCTS

2.1 GENERAL

- A. Manufacturer: Subject to compliance with Contract Documents and specifications, provide one of the following:
 - 1. EFCO Corporation: Series 672/6620, aluminum single hung window.
Phone (800) 347-0438 / Fax. (573) 744-5822.
 - 2. Boyd Aluminum Manufacturing: Series 800, aluminum single hung window.
Phone (800) 737-2800 / Fax. (417) 862-1232.
 - 3. Winco Windows: Series 4410, aluminum single hung window.
Phone (800) 525-8089 / Fax. (314) 725-1419.
 - 4. Traco Inc.: Series 9100, aluminum single hung window.
Phone (724) 776-7000 / Fax. (724) 776-7014.
- B. Thermal Break Construction: For fabricated aluminum window units with an integral concealed low-conductance thermal barrier, located between the exterior and the interior of the windows, in manner that eliminates direct metal-to-metal contact. The thermal break de-bridge spacing must be a minimum of 5/32". The thermal break shall be of a poured-in-place polyurethane material.

2.2 MATERIALS

- A. Aluminum Extrusions: All extruded sections shall be of 6063-T6 aluminum. Alloy and temper recommended by window manufacturer for strength, corrosion resistance, and application of required finish, but no less than 22,000 psi ultimate tensile strength, a yield of 16,000 psi. Comply with ASTM B 221.
- B. Fasteners: Aluminum, stainless steel, or other materials warranted by manufacturer to be non-corrosive and compatible with aluminum window members, hardware and other components of the windows.
 - 1. Do not use exposed fasteners on exterior except where unavoidable for application of hardware.
 - 2. Provide zinc-plated steel Phillips flathead machine screws for exposed fasteners, where required, or special tamperproof fasteners.
 - 3. Locate all fasteners so as not to bridge the thermal break constriction of windows.
- C. Sliding Weatherstripping: Provide double weatherstripping using silicone-coated woven pile with Polypropylene fin center where specified with AAMA 701.

2.3 WINDOW CLASSIFICATION (GRADE):

- A. Except as otherwise indicated, provide aluminum window units complying with requirements of AAMA Classification DH-HC-40 or better.

2.4 WINDOW TYPES

- A. Single hung aluminum window: Units containing one balanced vertically sliding sash, one balanced fixed sash; complying with AAMA 902 "Voluntary Specifications for Sash Balances" and as specified hereinafter, lift handles on lower rail of lower sash. Provide gravity type latches at sill to lock sash in closed position.

2.5 FABRICATION AND ACCESSORIES:

- A. General: Provide manufacturer's standard fabrication and accessories that comply with specifications Indicated.
- B. Window frame and sash members shall not have required minimum wall thickness as long as they meet all specifications of ANSI/AAMA 101. The standard wall thickness tolerance as defined by the Aluminum Association shall apply.
- C. Thermal Break: The thermal barrier shall provide a continuous uninterrupted thermal break around

- the entire perimeter of the frame and all panels and shall not be bridged by any metal conductors.
- D. Hardware: Hardware having component parts which are exposed shall be of aluminum, stainless steel, or other non-corrosive materials compatible with aluminum. Cadmium or zinc-plated steel where used must be in accordance with ASTM Specification A 165 or A 164.
1. Primary sash locks: All primary locking devices shall be anodized aluminum gravity latch. No plastic or zinc die cast will be permitted.
 2. All sashes are to be side loaded, both sashes, top and bottom, shall be drop-in around glazing.
- E. Construction:
1. Assembly: The windows shall be assembled in a secure and workmanlike manner to perform as hereinafter specified. All joints of the main frame and the sash shall be butt type, coped and joined neatly and secured by means of screws anchored in integral ports. The main frame at the sill and head shall be sealed on the underside with a narrow joint sealant meeting AAMA 803.3 specification for Narrow Joint Sealants.
 2. Sash Construction: The sash shall be of butt construction mechanically joined so that they may be easily repaired. The meeting rails of the top and bottom sash shall interlock in the closed position. The meeting rail interlock shall consist of two separate and distinct metal interlocks and distinct metal interlocks containing fin seal weatherstripping as an integral part of both metal interlocks.
- F. Mullions and Other Structural Members:
- When multiple window units occur, whether they are joined by integral mullions, independent mullions or by a combination of frame members, the resulting members must be capable of withstanding the load outlined under Uniform Load specified load requirements, with a maximum deflection of L/180 of its span. When independent or integral mullions are used to join windows, the mullions shall contain a thermal break as specified. Evidence of compliance may be by mathematical calculations.
- G. Balances: Class 5 balances capable of holding the operable sash stationary in any open position shall be used.
- H. Sash:
1. Sash shall be joined at the corners with screws in integral screw ports.
 2. The bottom sash must be easily removed from the frame for either cleaning or repair. Reglazing shall be easily accomplished without the aid of special tools.
- I. Glazing:
1. All glazing shall be glazed at the factory as follows:
 - a. All units shall be constructed to an overall minimum thickness of 1" with two lites of DSB 3/16".
Interior: clear, annealed.
Exterior: tinted, tempered.
 2. Glazing Options: Contractor to provide the following options: graylite 13 tinted.
- J. Screens:
1. Screen frames shall be extruded aluminum.
 2. Screen mounting holes in the window frame shall be factory drilled.
 3. Screen mesh shall be aluminum.

2.6 ALUMINUM WINDOW FINISHES:

- A. Interior and Exterior:
1. Anodic: Finish all exposed areas of aluminum windows and components with dark bronze coating satin anodized. Tested and certified by window manufacturer to comply with AAMA 603. Provide manufacturer's standard electrostatically applied baked polyester coating of 1.0 +/- .2mils dry film thickness (minimum), dark bronze satin, applied over manufacturer's standard substrate preparation including cleaning degreasing, and other appropriate pretreatments.

PART 3 EXECUTION

3.1 PREPARATION

- A. Do not remove existing windows until new replacements are available and ready for immediate installation. Do not leave any opening uncovered at end of working day.
- B. Remove existing work carefully avoiding damage to existing work that will remain.
- C. Perform other operations as necessary to prepare openings for proper installations and operation of new window units.

3.2 DISPOSAL

- A. Existing windows and other materials removed from the building become the property of the contractor who shall promptly remove and dispose of such materials at no additional cost to the owner.
- B. Comply with all applicable laws, rules and regulations.

3.3 INSTALLATION

- A. Comply with manufacturer's specifications and recommendations for installation of window units, hardware, operators and other components of work. In no case shall attachment to existing structure or to components of the window system be through or abridge the thermal barriers of the replacement windows.
- B. Set units plumb, level and true to line, without warp or rack of frames or sash. Anchor securely in place. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action. Windows must be securely blocked and fastened.
- C. Wedge insulation between frames of new windows and construction to remain, or between frames and new blocking as applicable. Compress fiberglass to not less than 50 percent of original thickness.
- D. Set sill members and other members in bed of compound, joint filler, or gaskets to provide weathertight construction. Seal units following installation and as required to provide a weathertight system.

3.4 ADJUST AND CLEAN

- A. Adjust operating sash and hardware to provide tight fit at contact points and at weatherstripping. Adjust also for smooth operation and a weathertight closure.
- B. Clean aluminum surfaces promptly after installation of windows, exercising care to avoid damage to finish. Remove excess glazing and sealant compound, dirt and other substances. Lubricate hardware and moving parts.
- C. Clean glass promptly after installation of windows. Remove glazing and sealant compound, dirt and other substances.
- D. Initiate all protection and other precautions required to ensure that window units will be without damage or deterioration at time of acceptance.

END OF SECTION

SECTION

08800

GLAZING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Glass and glazing for hollow metal work, and windows.

1.2 RELATED SECTIONS

- A. Section 08410 - Aluminum Entrances and Storefronts.
- B. Section 08520 - Aluminum Windows: Glazed windows.

1.3 REFERENCES

- A. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Used in Buildings.
- B. ASTM C669 - Glazing Compounds for Back Bedding and Face Glazing of Metal Sash.
- C. ASTM C804 - Use of Solvent-Release Type Sealants.
- D. ASTM C1036 - Flat Glass.
- E. ASTM C1048 - Heat-Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass.
- F. ASTM C1172 - Laminated Architectural Safety Glass.
- G. ASTM E84 - Surface Burning Characteristics of Building Materials.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Material and Equipment: Environmental conditions affecting products on site.
- B. Do not install glazing when ambient temperature is less than 50 degrees F.
- C. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.6 WARRANTY

- A. Provide a five (5) year warranty to include coverage for sealed glass units from seal failure, interpane dusting or misting and replacement of it.
- B. Provide a five (5) year warranty to include coverage for delamination of laminated glass and replacement of it.

PART 2 PRODUCTS

2.1 FLAT GLASS MATERIALS

- A. Glazing:
 - 1. All units shall be constructed to an overall minimum thickness of 1" with two lites of DSB thickness as required for panel size.
 - a. Interior: clear, annealed.
 - b. Exterior: tinted, tempered.
 - 2. Glazing Options: Contractor to provide the following options: graylite 13 tinted.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify that openings for glazing are correctly sized and within tolerance.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement; weeps are clear and ready to receive glazing.

3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Perform installation in accordance with ASTM C804 for solvent release sealants.

3.3 INSTALLATION - INTERIOR WET/DRY METHOD (TAPE AND SEALANT)

- A. Cut glazing tape to length and install against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.
- D. Install removable stops, spacer shims inserted between glazing and applied stops at 24 inch intervals, 1/4 inch below sight line.
- E. Trim protruding tape edge.

3.4 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste. Do not mark heat absorbing or reflective glass units.

END OF SECTION

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Facilities Management) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

SUBCONTRACTOR LISTING

1. For portions of the Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____

_____	_____

_____	_____

_____	_____

_____	_____

USE ADDITIONAL SHEETS
IF REQUIRED

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

BIDDER:

by _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____,
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and
Transportation Commission) in the penal sum of _____ Dollars (\$ _____),
to be paid to the State of Missouri, or the Missouri Highway and Transportation Commission, to be credited to the
State Road Fund and Principal and Surety binding themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on
Route(s) _____,
in _____ County(ies), Project(s) _____,
for construction or improvement as set out in said proposal.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal,
and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the
Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of
the Proposal, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the
Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees,
and any other expense of recovery.

_____ Principal	_____ Surety
--------------------	-----------------

By _____	_____ Attorney in Fact (SEAL)
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Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct
surety business in the State of Missouri.

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offendor and must be adhered to. If time varies on different items, the Bidder/Offendor shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offendor will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offendor agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification. Modifications cost shall not allow overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and

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profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to accomplish any approved modification.

Subcontracting

- a. Consent to subcontract any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- b. The bidder shall complete and submit a listing of proposed Subcontractors for work equaling or exceeding 1% of the total proposed Contract Sum. MHTC reserves the sole right to accept or reject proposed subcontractors.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears for each project. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

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- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.

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- 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than **\$1,000,000** for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.

PRODUCTS

- a. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. Provide interchangeable components of the same manufacture for components being replaced.
- b. All material used must be of First (1st) Rate material, free of any defects.
- c. If and when requested by the Commission, the contractor shall supply copies of material samples, color charts, etc. to **District 9 –General Services/Facilities Maintenance** located at **3956 Frontage Rd., Willow Springs, MO 65793**. Samples shall be supplied to the District at the contractor's own expense.

PRODUCT OPTIONS

- a. All specifications that specify manufacture's brand name and/or model number are for reference purposes only. Contractors are encouraged to bid functional equivalents. MHTC evaluation of "functional equivalents" shall be final.

SUBSTITUTIONS

- a. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- b. A request constitutes a representation that the Contractor:
 - 1) Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2) Will provide the same warranty for the Substitution as for the specified Product.
 - 3) Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4) Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5) Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- c. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.

Substitution Submittal Procedure:

- 1) Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- 2) Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
- 3) The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification **#07900, 08410, 08520, 08800** and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

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Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Howell**. Annual Wage Order #13 (attached) applies.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an **"All or Nothing"** basis using the **"lowest and best"** principle of award, subject to the Commission's right to reject any or all line items.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15-days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a **"Notice to Proceed"** and/or Purchase Order will be issued.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
 - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final

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judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of two-hundred dollars (\$200.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

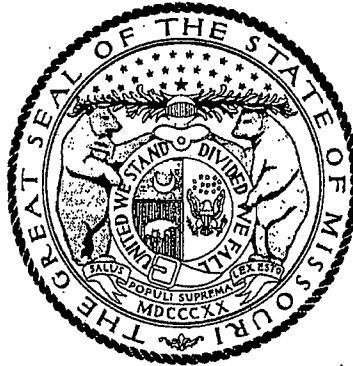
Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 13

Section 046

HOWELL COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2006

Last Date Objections May Be Filed: April 10, 2006

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
HOWELL County

Section 046

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$21.31	56	28	\$9.07
Boilermaker			\$28.19	57	7	\$17.42
Bricklayers-Stone Mason			\$25.00	24	74	\$10.82
Carpenter			\$11.50	FED		\$0.27
Cement Mason			\$11.50	FED		\$0.36
Electrician (Inside Wireman)			\$22.30	21	48	\$8.92 + 10%
Communication Technician			\$22.30	21	48	\$8.92 + 10%
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I			\$13.50	FED		\$1.73
Group II			\$19.93	125	79	\$8.60
Group III			\$22.82	86	66	\$14.53
Group III-A			\$24.07	86	66	\$14.53
Group IV			\$21.84	86	66	\$14.53
Group V			\$24.77	86	66	\$14.53
Pipe Fitter		b	\$30.75	91	69	\$17.43
Glazier			\$20.26	36	52	\$3.70
Laborer (Building):						
General			\$8.75	FED		\$0.20
First Semi-Skilled			\$8.75	FED		\$0.20
Second Semi-Skilled			\$10.00	FED		
Lather			\$19.02	62	43	\$8.55
Linoleum Layer & Cutter			\$19.02	62	43	\$8.55
Marble Mason			\$21.41	124	74	\$8.94
Millwright			\$20.02	62	43	\$8.55
Iron Worker			\$12.00	FED		\$1.26
Painter			\$9.25	FED		\$0.25
Plasterer			\$18.10	121	20	\$6.60
Plumber		b	\$30.75	91	69	\$17.43
Pile Driver			\$20.02	62	43	\$8.55
Roofer			\$9.75	FED		\$1.07
Sheet Metal Worker			\$23.02	4	24	\$11.43
Sprinkler Fitter			\$29.09	33	19	\$12.65
Terrazzo Worker			\$21.41	124	74	\$8.94
Tile Setter			\$21.41	124	74	\$8.94
Truck Drivers-Teamster						
Group I			\$13.50	FED		\$2.19
Group II			\$20.72	101	36	\$5.00
Group III			\$13.50	FED		\$1.73
Group IV			\$20.77	101	36	\$5.00
Traffic Control Service Driver						
Welders-Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

Building Construction Rates for
HOWELL County Footnotes

Section 046

OCCUPATIONAL TITLE	Effective Date of Increase	Basic Hourly Rates	Over- Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

a - Vacation: Employees over 5 years - 8%, under 5 years - 6 %.

b - All work over \$3.5 Million Total Mechanical Contract - \$30.75, Fringes - \$17.43
All work under \$3.5 Million Total Mechanical Contract - \$29.41, Fringes - \$13.33

**HOWELL COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week and Saturday work, shall be paid at one & one-half (1½) times the regular rate. All recognized holidays or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday.

NO. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours until twelve (12) midnight Monday through Friday and Saturday from 8:00 a.m. through 4:30 p.m. shall be paid for at time and one-half (1½) the regular straight time rate of pay, and all other work including Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 1:00 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 24: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 33: Means the standard work day shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

HOWELL COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. of a regular forty (40) hour work week of Monday through Friday. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. Work performed outside of the regular work day, and on Saturdays, Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 62: Means eight (8) hours shall constitute a working day between 7:00 a.m. to 3:30 p.m. or from 8:00 a.m. to 4:30 p.m. exclusive of a one-half (½) hour lunch break. Monday through Friday shall constitute the regular work week. Starting and quitting time may be moved up or set back where conditions warrant; however, a notification for each project must be made prior to working 4-10's. All time over the regular work day as defined and all hours worked on Saturday shall be paid at the rate of one & one-half (1½) the regular rate of wages. If a job can't work forty (40) hours Monday through Friday because of inclement weather, Friday (if working 4-10's) or Saturday (if working 5-8's), may be worked as a make-up day at straight time. In the event that Friday (if working 4-10's) or Saturday (if working 5-8's) is utilized as a workday, any employee that has been absent from work during the week shall be paid the straight time rate until such time that the employee has earned forty (40) hours of straight time pay. If any employee is required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

HOWELL COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 121: Means the regular work day shall be either eight (8) or ten (10) hours. The regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over eight (8) hours per day (if working five eight hour days) and ten (10) hours per day (if working four ten hours days) and over forty (40) hours per week shall be paid at time and one-half (1½) the regular rate of pay. If a job cannot work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working four ten hour days). Saturday may be worked as a make-up day at straight time (if working five eight hour days). Make-up days shall not be utilized for days lost because of Holidays. All work performed on Sundays and Holidays shall be paid for at two (2) times the regular straight time rate of pay.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 125: Means there is a flexible starting time where there shall be no restrictions on starting or stopping times per day. Except as specified, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the eight-hour (8) standard work day and on Saturday shall be classified as overtime and paid at the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty-hour (40) week. When the four (4) ten-hour day work week schedule is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to extend ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. If an employee absents himself from work during a regularly scheduled work week, consisting of four (4) ten (10) hour days, he shall be required to work Friday and/or Saturday at straight time for the ten (10) hours of such days, as appropriate. When the five-day, eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, the Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week. If an employee absents himself from work during a regular scheduled work week consisting of five (5) eight (8) hour days, he shall be required to work Friday and/or Saturday at straight time for the first eight (8) hours of such days, as appropriate. The Employer shall have the option of changing the regular work day or work week on any job when conditions as stipulated by the owner or the operating authority requires accommodations by the Employer. Starting time may be adjusted to fit circumstances of the Employer.

HOWELL COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate.

NO. 20: The following days or assigned days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (to be observed November 11), Thanksgiving Day, and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive the double regular rate of pay for such work.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 28: All work done on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 36: All work done on Labor Day shall be paid at the double time rate of pay.

NO. 43: All of the following days or assigned days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11th), Thanksgiving Day, and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is to be paid the employee unless worked. If the employee is required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 48: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day and Christmas Day shall receive the double (2) time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**HOWELL COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 79: All work performed on Sunday and recognized holidays shall be paid at double (2) time. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Heavy Construction Rates for
HOWELL County

Section 046

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over- Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman		\$24.64	23	16	\$8.68
Millwright		\$24.64	23	16	\$8.68
Pile Driver Worker		\$24.64	23	16	\$8.68
OPERATING ENGINEER					
Group I		\$23.15	21	5	\$14.45
Group II		\$22.80	21	5	\$14.45
Group III		\$22.60	21	5	\$14.45
Group IV		\$18.95	21	5	\$14.45
Oiler-Driver		\$18.95	21	5	\$14.45
LABORER					
General Laborer		\$21.77	2	4	\$7.78
Skilled Laborer		\$22.37	2	4	\$7.78
TRUCK DRIVER-TEAMSTER					
Group I		\$22.94	22	19	\$7.50
Group II		\$23.10	22	19	\$7.50
Group III		\$23.09	22	19	\$7.50
Group IV		\$23.21	22	19	\$7.50

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**HOWELL COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 23: Means the regular workweek shall start on Monday and end on Friday except that the Employer may establish a workweek of four (4) days per week at ten (10) hours per day, exclusive of the thirty (30) minute unpaid lunch, at the straight time rate. Forty hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight-time rate (if working 4-10's). All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. Starting time will be designated by the Employer. Fridays can be worked in lieu of holidays at the Employee's option. Saturday may be worked as a make-up day at straight time (if working 5-8's). Saturdays shall not be utilized as a make-up day for days lost from holidays (if working 4-10's). Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such shall also be paid at the double (2) time rate of pay.

**HOWELL COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$30.30	\$4.75 + 41.3%
Lineman Operator	\$27.04	\$4.75 + 41.3%
Groundman	\$21.22	\$4.75 + 41.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$30.30	\$4.75 + 37.3%
Lineman Operator	\$26.16	\$4.75 + 37.3%
Groundman	\$20.23	\$4.75 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.